



COURT FILE NUMBER 2501-08613
COURT COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE CALGARY
PLAINTIFF(S) SILVER SAGE BEEF AKA SILVER SAGE BEEF INC. AND
DINER DELUXE AKA 2384152 ALBERTA LTD. AS
REPRESENTATIVE PLAINTIFFS

DEFENDANT(S) CITY OF CALGARY
BROUGHT UNDER THE *CLASS PROCEEDINGS ACT*

DOCUMENT AMENDED STATEMENT OF CLAIM **AMENDED this** 18 **day of**
December, 2025 **Pursuant to**

ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT **NAPOLI SHKOLNIK CANADA** **Rule** 3.63
Adam Bordignon **dated the** 18 **day of** December, 2025
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NOTICE TO DEFENDANT(S)

You are being sued. You are a defendant.

Go to the end of this document to see what you can do and when you must do it.

Note: State below only facts and not evidence (Rule 13.6)

Statement of facts relied on:

A. Parties and Background

1. The Proposed Plaintiff, Silver Sage Beef (“Silver Sage Beef Inc.”), is a corporation incorporated in the Province of Alberta since 2011. This small family-owned business operates as a meat shop in 3558 Garrison Gate SW, Calgary, Alberta, T2T 6N1 as of November 10, 2021.
2. The Proposed Plaintiff, Diner Deluxe aka 2384152 Alberta Ltd. incorporated in the City of Calgary, Province of Alberta carrying out its restaurant services in the City of Calgary 2252, 33rd Ave SW Calgary, Alberta T2T 1Z8 since 2022.
3. The Proposed Plaintiffs represent a group of business and property owners that carry out businesses during June 3, 2023, to date (“class period”) in the Marda Loop area of Calgary, more specifically, the area between 33 and 34 Avenues between Crowchild Trail and 14th Street SW, Calgary, Alberta, ("Class").
4. The City of Calgary (the “City”) is a municipality incorporated under Chapter 33, Ordinance of North-West Territories, and operates, *inter alia*, under the *Municipal Government Act*, RSA 2000 c M-26, and is undertaking extensive construction projects in Marda Loop, including street improvements, utility upgrades and streetscaping ("the Project").
5. The Project construction commenced on or after June 2023 and involve a burial of the existing overhead utility lines on the north side of 34 Avenue, SW, and the East side of 19 Street, SW in City of Calgary in the Province of Alberta.
6. The Project resulted in the Plaintiffs suffering dire financial consequences.

B. Factual and Nominate Causes

7. The Plaintiffs sue the Defendant because:
 - a. The Defendant was negligent in carrying out its construction of the Project.
 - b. Construction of the Project injuriously affected the Plaintiffs.
 - c. Construction of the Project caused nuisance to the Plaintiffs.

C. Impact on the Plaintiff

8. Access to the Plaintiffs’ place of business was restricted,
9. Occurrence of constant disruption of the business dealings,
10. No enjoyment of the property by the Plaintiffs,
11. Inconsistent timelines and project implementation by the Defendant,

12. Constant sidewalk and road closures and high traffic volume in the area,
13. Unsafe and wooden walkways for public and staff,
14. Lack of detour planning in advance and vehicles resulting in dead ends,
15. No proper notice of changes made it difficult for carrying out business,
16. Serious delays and disruption to our Plaintiffs' lives and businesses,
17. Faced a sharp and debilitating decline in sales and patronage caused by the disruptions, reduced access to the Marda Loop areas, and parking,
18. Been forced to shut down their businesses, lay off workers, and face significant economic hardship,
19. Disproportionately high disturbance to commerce,
20. Extreme drops in customer traffic due to road closures, restrictive access, and the general unappealing prospects of a construction zone,
21. Increased staff turnover and constantly hiring and training new staff,
22. Extreme economic and substantial financial losses putting the Plaintiffs in dire financial situations, and in a nutshell,
23. Undue delay in project execution, reduced foot traffic, increased operational costs, lowered property values, vacancy, loss of goodwill and customer satisfaction, mental health and well-being, competitive disadvantage, long-term viability, negative impact on community.

I. Negligence

24. **The Defendant carried out the construction of public works in a negligent manner.**
25. The Defendant owed the Plaintiff the following duties of care, among other duties:
 - a. to ensure access was not restricted to the plaintiff's place of business,
 - b. to ensure sidewalks and walkways were safe and consistent,
 - c. to take reasonable steps to find detour routes so as not to overwhelm the Marda Loop area with high volume traffic,
 - d. to undertake a vigilant course of inspection, monitoring, maintenance, and repair on an ongoing basis so as not to require a mass construction of such magnitude,

- e. to develop and implement an adequate remedial response to inquiries for information, notice, and transparency,
 - f. to ensure adequate consultation takes place,
 - g. to ensure concerns are addressed, and
 - h. to ensure businesses do not suffer economic hardship.
26. The Defendant knew the risks posed to the Plaintiffs that would result from the breaches of its duties, and it was reasonably foreseeable that breaching its duties could cause irreparable financial harm to the Plaintiffs.
27. The standard of care expected of the Defendant was elevated in relation to the delivery of the Project as a result of the City's knowledge of the Marda Loop area being a prime location for property and business owners.
28. The Defendant breached its duties to the Plaintiffs in at least the following ways:
- a. Failed to provide sufficient and clear notice of construction,
 - b. Failed to deliver its promise of completing the construction of public works by 2024,
 - c. Failed to take into account the construction of public works would restrict access to the businesses,
 - d. Failed to be transparent in relation to the timelines of the construction,
 - e. Failed to engage in adequate communication in respect of the construction of public works,
 - f. failed to take reasonable steps to keep the traffic flow in a reasonable state,
 - g. Failed to ensure granting access to all properties and businesses,
 - h. Failed to reasonably implement and execute a remedial response strategy to guard against financial harm and business transaction decline in the area,
 - i. Failed to consult with Plaintiffs prior to the initiation, planning, and commencement of the massive construction work,
 - j. Failed to prevent poor planning, management and execution,
 - k. Failed to make the Project sustainable or tolerable for our Plaintiffs, and
 - l. Failed to address Plaintiffs' concerns.
29. As a direct result of the Defendant's breach of duties, the Plaintiff suffered damage, including economic loss and reduced value of property.

II. Injurious affection

30. The Project was a construction of public works under section 534 of the *Municipal Government Act*, RSA 2000, c M-26, which injuriously affected the Plaintiffs because:

- a. The constant presence of construction machinery, noise, and dust has made the area less desirable to both commercial tenants and residential buyers, which has injuriously affected the Plaintiffs.
 - b. There is a permanent reduction in the appraised value of land, and
 - c. There is little to, in some cases, no access to the Plaintiffs businesses.
31. As a result of the Project, the Plaintiffs were injuriously affected because the Defendant unnecessarily denied or restricted access to the public.

III. Nuisance

32. Construction of public works causes nuisance to the Plaintiffs as the Plaintiffs suffered:
- a. an unreasonable interference with the use and enjoyment of that land, and
 - b. a substantial and unreasonable interference
33. As a direct result of the Defendant's actions that caused nuisance to the Plaintiffs, loss of enjoyment of property and loss of opportunity and loss of normal business dealings was suffered by the Plaintiffs.

IV. Alberta Bill of Rights

34. Individuals who own businesses and are Class Members are persons who have rights under the Alberta Bill of Rights, as amended, to use and enjoyment of property and not to be deprived thereof.
35. At all material times, these Class Members were within the knowledge, contemplation, power, and control of the Defendant which is bound by the Alberta Bill of Rights.
36. The management and implementation of the Marda Loop construction violated the property rights protected by the Alberta Bill of Rights of individuals who are Class Members.
37. There is no paramountcy clause in the Municipal Government Act ("MGA"), and as such all provisions thereof are subject to the rights expressed in the Alberta Bill of Rights. Therefore, the MGA is to be construed and applied so as not to abrogate, abridge, or infringe, or to authorize the abrogation, abridgement, or infringement of any of the rights of freedoms recognized and declared in the Alberta Bill of Rights, including an individual's property rights.

38. The management and implementation of the Marda Loop construction was not a legislated act or function of, nor was it debated or voted on by, the Defendant Government. As such, there was no 'due process of law' for the management and implementation of the construction.
39. The Defendant took it upon itself to ensure that the management and implementation of the Marda Loop Construction did not infringe the Class Members rights. Its failure to do so has violated the *Alberta Bill of Rights*.
40. Section 532(1) of the *MGA* provides that the Defendant must keep all roads or other public access within its authority in a reasonable state of repair. This includes all public works in, on or above roads or public access.
41. Section 532(2) of the *MGA* proscribes that the Defendant is liable for the damage caused by a violation of subsection (1), above.
42. The Marda Loop construction was within the Defendant's authority. Said construction did cause the roads and public access to be in a state of dis-repair, and did violate s. 532(1).
43. As such, the Defendant is liable to Class Members for all damage sustained, and includes loss of business revenue, and loss or damage to property.
44. The Class Members did suffer damage to property, such as loss of product by spoilage or expiry, injury to reputation and intellectual property, emotional and psychological injury, all of which were foreseeable consequences of the extreme mismanagement and failed implementation of the Marda Loop construction.

D. Remedy sought

45. The Plaintiffs therefore claim against the Defendant:
 - a. an Order for certification;
 - b. a Declaration that the 'Marda Loop construction violated the Class Members' use and enjoyment of property as protected by *Alberta Bill of Rights*;
 - c. general damages in the amount of \$75,000,000.
 - d. special damages in an amount to be proven at trial;
 - e. interest under the *Judgment Interest Act*, RSA 2000, c J-1;
 - f. costs; and

g. such further and other relief as this Honourable Court deems just.

NOTICE TO THE DEFENDANT(S)

You only have a short time to do something to defend yourself against this claim:

- 20 days if you are served in Alberta
- 1 month if you are served outside Alberta but in Canada
- 2 months if you are served outside Canada.

You can respond by filing a statement of defence or a demand for notice in the office of the clerk of the Court of King's Bench at CALGARY, Alberta, AND serving your statement of defence or a demand for notice on the plaintiff's(s') address for service.

WARNING

If you do not file and serve a statement of defence or a demand for notice within your time period, you risk losing the lawsuit automatically. If you do not file, or do not serve, or are late in doing either of these things, a court may give a judgment to the plaintiff(s) against you.